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*Attorneys for Liberty Mutual Insurance Company*

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re

CONGOLEUM CORPORATION,

Debtor.

Chapter 11

Case No. 20-18488 (MBK)

**STATEMENT OF LIBERTY MUTUAL INSURANCE COMPANY AS TO DEBTORS'  
MOTION FOR ENTRY OF AN ORDER APPROVING A SETTLEMENT AGREEMENT  
PURSUANT TO FED. R. BANKR. P. 9019 BY AND BETWEEN THE DEBTOR AND  
BATH IRON WORKS CORPORATION**

Liberty Mutual Insurance Company (“Liberty Mutual”), a party in interest, does not oppose Debtors’ Motion for Entry of an Order Approving A Settlement Agreement Pursuant to Fed. R. Bankr. P. 9019 By and Between the Debtor and Bath Iron Works Corporation [Docket. No. 483] (the “Settlement Motion”).

However, Liberty Mutual does take exception to the following inaccurate statement at page 11 of the Settlement Motion: “Recently, Liberty informed the Debtor that it was denying coverage in connection with the DVL Lawsuit.” The “DVL Lawsuit” is the action captioned DVL, Inc. and DVL Kearny Holdings, LLC v. Congoleum Corp. and Bath Iron Works Corp., No. 2:17-cv-04261-KM-JBC (D. N.J.).

Liberty Mutual has confirmed with Debtor’s counsel that the above-quoted statement is erroneous and should be disregarded. Liberty Mutual has advised the Debtor that based on information developed thus far and the application of certain policy exclusions, Liberty Mutual appears to have no duty to indemnify Debtor under its policies for the claims in the DVL Lawsuit; however, Liberty Mutual has not denied coverage and continues to pay defense costs, subject to certain reservation of rights, in connection with the DVL Lawsuit.

WHEREFORE, Liberty Mutual respectfully requests that the Court disregard the above-noted erroneous statement in the Settlement Motion.

Dated: December 18, 2020

Respectfully Submitted,

DENTONS US LLP

/s/ Lauren Macksoud

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